

STATE OF MICHIGAN 30th JUDICIAL CIRCUIT	ORDER OF PROBATION (Felony) JUDGMENT OF SENTENCE	JUDGE WILLIAM E. COLLETTE CASE NO. 07-752-FH
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ORI: MI-330055J

Court address: 3rd Floor, Courthouse, Mason, MI 48854

Court telephone no. (517) 483-6500

Probation Department Address and Telephone No : 303 W Kalamazoo Street, Lansing, MI 48933 (517) 483-6100

THE PEOPLE OF THE STATE OF MICHIGAN	V	Defendant: <b>BILLY LIM DDS</b>			
		<table border="1"> <tr> <td>CTN 97-07-000001-01</td> <td>SID: Unknown</td> <td>DOB: 06/28/1949</td> </tr> </table>	CTN 97-07-000001-01	SID: Unknown	DOB: 06/28/1949
CTN 97-07-000001-01	SID: Unknown	DOB: 06/28/1949			

Probation Officer: Kendra Demyers

Term: Up to 48 Months

Date of Conviction: 7/11/2007

Offense: Ct 1 Medicaid Fraud—False Claim  
Ct 2 Medicaid Fraud—False Claim

Judgment of guilt is deferred under:  
MCL 333 7411; MSA 14 15(7411), Controlled Substance Act  
MCL 750 350a; MSA 25.582(1) Parental Kidnapping Act  
MCL 762 11; MSA 28.853, Youthful Trainee Status  
MCL 769 4A, Domestic Assault

(PACC) MCL 400 6071

**IT IS ORDERED** that Defendant be placed on probation under the supervision of the Ingham County Adult Probation Department for the term indicated, and the Defendant shall:

1. Not violate any criminal law of any unit of government
  2. Not leave the state without the consent of this court.
  3. Make a truthful report to the probation officer monthly, or as often as the probation officer may require, either in person or in writing, as required by the probation officer.
  4. Notify the probation officer immediately of any change of address or employment status
  5. Not possess, use or have under your control any firearms.
  6. Not engage in assaultive or threatening behavior
  7. Shall obey all rules and regulations of all court-ordered programs.
  - 8.a Total amount due shall be paid on a pro rata monthly basis as directed, and paid in full by the end of probation, unless otherwise ordered
- Fine, costs and fees not paid within 56 days of the date owed are subject to a 20% late penalty on the amount owed. If a cash bond/bail was personally posted by the defendant, payment toward the total is to first be collected out of that bond/bail and allocated as specified under MCL 775 22.
9. Pay a supervision fee to the Department of Corrections in the amount of \$480, being \$10 per month. A supervision fee may not be ordered or collected for defendants whose judgment of guilt has been deferred under MCL 750 350a.
  10. Apply bond toward fees and costs according to statutory priority.
  11. \*Pay restitution in the amount of 1.3 million with credit for 300,000. The balance is to be paid per the agreement.
  12. Have probation transferred to Oakland County.
  13. Serve one day in the Ingham County Jail with credit for one day.

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Pay the following to the court:

Fine	\$400.00
Costs	\$1.3 Million*
Restitution	\$60.00
Crime Victim Assessment	\$60.00
State Costs	
Attorney Fees	

Violation of any term of this Order of Probation shall be reported to the judge. Defendant's failure to comply with this order may result in a revocation of probation and incarceration.

August 8, 2007

Date of disposition

  
William E. Collette, Circuit Judge

Bar No (P12056)

I have read the above order of probation and have a copy. I understand and agree to comply with this order.

Date

Defendant

If the judgment of guilt is deferred as stated above, the clerk of the court shall send a photocopy of this order to the Michigan State Police Central Records Division to create a criminal history record as required under MCL 769.16a.

DEPT OF  
ATTORNEY GENERAL

AUG 21 2007

WITH CARE FRAUD DIVISION

STATE OF MICHIGAN  
CIRCUIT COURT FOR THE 30<sup>TH</sup> JUDICIAL CIRCUIT  
INGHAM COUNTY

PEOPLE OF THE STATE OF MICHIGAN,

Plaintiff,

v

No. 07-752-FH  
Hon. William E. Collette

BILLY LIM, DDS,

Defendant.

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**REPAYMENT AGREEMENT  
BETWEEN THE STATE OF MICHIGAN  
AND BILLY SHEE LIM, DDS**

I. PARTIES

This Repayment Agreement ("Agreement") is entered into between the State of Michigan, acting through the Department of Attorney General's Health Care Fraud Division, (referred to as the "State"), and Billy Shee Lim, DDS, all collectively referred to as the "Parties."

II. PREAMBLE

As a preamble to this Agreement, the State alleges the following:

A. Billy Shee Lim, DDS (Lim) is a licensed dentist in the State of Michigan. His office is located at 12400 East Seven Mile Road, Detroit, Michigan 48205. Lim is a provider that has provided dental services to Medicaid patients/recipients during the period of January 1, 2004 through December 31, 2005

B. From January 2004 through December 2005 (the period of the Covered Conduct), Lim knowingly made false statements and/or misrepresentations of material facts to the Medicaid Program, submitted false claims or caused false claims to be submitted to the Medicaid

Program, and accepted payment for false claims. In reliance on Lim's fraud, false statements, misrepresentation of material facts, knowing concealment of material facts, and fraudulent claims, the State, through the Medicaid Program, paid the claims for Medicaid benefits submitted by or on behalf of Lim

C. Lim took monies it wrongfully received from the Medicaid Program for his own use. Lim did not repay, reimburse, or return to the Medicaid Program the moneys that he was not entitled to, nor which exceeded the amount to which he was entitled to receive under the Medicaid Program.

D. The State contends that Lim violated the Medicaid False Claims Act, MCL 400.601 *et seq*.

E. The Parties admit the matters alleged in A through D above, and further specifically acknowledge that he violated the Medicaid False Claims Act, MCL 400.601 *et seq*. The Parties further admit he defrauded the Michigan Medicaid Program and that the resultant obligation for repayment is non-dischargeable in bankruptcy.

F. In order to avoid the delay, uncertainty, inconvenience and expense of protracted litigation of these claims, the Parties have reached a full and final settlement as set forth below.

### III. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations set forth below, and for good and valuable consideration, the Parties agree as follows:

A. Lim agrees to repay to the State of Michigan One Million Three Hundred Thousand Dollars (\$1,300,000.00) (the "Settlement Amount"), payable as follows:

1) Lim shall deliver to the Department of Attorney General a certified check, cashier's check or money order payable to the State of Michigan in the amount of Three

Hundred Thousand Dollars (\$300,000.00) on or before sentencing, and shall deliver to the Department of Attorney General, certified checks, cashier's check, or money orders payable to the State of Michigan as follows:

(a) The sum of One Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$166,666.66) shall be payable on or before February 8, 2008;

(b) The sum of One Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$166,666.66) shall be payable on or before August 8, 2008;

(c) The sum of One Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$166,666.66) shall be payable on or before February 8, 2009;

(d) The sum of One Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$166,666.66) shall be payable on or before August 8, 2009;

(e) The sum of One Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$166,666.66) shall be payable on or before February 8, 2010;

(f) The sum of One Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$166,666.66) shall be payable on or before August 8, 2010;

(g) There is on penalty for early payoff;

(h) No interest shall accrue on the unpaid indebtedness.

B Subject to the exceptions in Paragraph 5 below, the State (on behalf of their respective officers, agents, agencies and departments) agrees to release Lim from any civil or administrative monetary claim the State has or may have under the Medicaid False Claims Act, MCL 400 601 *et seq* , or under common law theories of breach of contract, unjust enrichment, or fraud or any other civil statute through common law theories, for the Covered Conduct and time period set forth in Paragraphs II B, and C of this Agreement

C The Parties agree that, if the payment of any check or down payment of the settlement amount is not honored at the time of presentment at the bank on which it is drawn, or is otherwise found to be unpayable, this Agreement may be null and void at the option of the State

D Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including Lim) are all of the following:

- 1) Any liability to the State (or its agencies) for any conduct other than the Covered Conduct as described in Paragraphs IIB and C of this Agreement;
- 2) Any criminal liability other than that arising directly or indirectly from the Covered Conduct described in Paragraphs IIB and C of this Agreement; and
- 3) Any administrative action, other than recovery of the above monies, by any State or Federal agency as a result of entering into this Agreement or the results of any other legal action.

E Lim fully releases the State, its agencies, employees, servants, and agents from any claims (including attorneys fees, costs, and expenses of every kind and however denominated) that Lim asserted, could have asserted, or may assert in the future against the State,

its agencies, employees, servants, and agents, related to the Covered Conduct as described in Paragraphs IIB and C of this Agreement and the State's investigation and prosecution thereof.

F. This Agreement is intended to be for the benefit of the Parties only and by this instrument the Parties do not release any claims against any other person or entity.

G. Lim expressly warrants that he has reviewed his financial situation and that he currently is solvent, and expressly warrants that he can satisfy the financial obligations under this Agreement.

H. Lim further warrants that his commitments pursuant to this Agreement will not cause him to become insolvent.

I. The effective date of the Agreement shall be when the final signatory signs the Agreement.

J. In the event the Parties, including Lim, commences, or a third party commences, before the obligations under this Agreement are satisfied, any case, proceeding, or other action (a) under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have any order for relief of Lim's debts, or seeking to adjudicate Lim as bankrupt or insolvent, or (b) seeking appointment of a receiver, trustee, custodian or other similar official for Lim, for all or any substantial part of Lim, the Parties agree as follows:

1) The Parties agree to personally pay any debt remaining as a result of the failure or inability of Lim to make full payment under the terms of this Agreement; and further agree that they shall be responsible for any remaining debt in the same amount as indicated by their ownership interest as set forth in Paragraph IIC above.

2) Lim's obligations under this Agreement may not be avoided pursuant to 11 U.S.C. Section 547, and Lim will not argue or otherwise take the position in any such case, proceeding or action that:

(a) Lim's obligations under this Agreement may be avoided under 11 U.S.C. Section 547;

(b) Lim was insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the State of Michigan hereunder; or

(c) The mutual promises, covenants and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Lim.

3) In the event that Lim's obligations under this Agreement are avoided for any reason, including, but not limited to, the exercise of a trustee's avoidance powers under the Bankruptcy Code, the State of Michigan, at its sole option, may rescind the releases in this Agreement, and bring any civil and/or administrative claim, action or proceeding against Lim, at the State's option. If the State of Michigan chooses to do so, Lim agrees that:

(a) Any such claims, actions or proceedings brought by the State (including any proceedings to exclude Lim from participation in the Medicaid Program) are not subject to an "automatic stay" pursuant to 11 U.S.C. Section 362(a) as a result of the action, case or proceeding described in the first clause of this paragraph, and that Lim will not argue or otherwise contend that the State's claims, actions or proceedings are subject to an automatic stay;

(b) Lim will not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any such civil or administrative claims, actions or proceedings which are brought by the State of Michigan within ten calendar days of written notification to Lim, that the releases under this Agreement have been rescinded pursuant to this paragraph; and

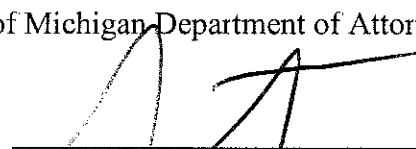
4) Lim acknowledges its agreement in this paragraph is provided in exchange for valuable consideration provided in this Agreement.

K. This Repayment Agreement contains the full and complete agreement between the Parties and Lim and shall not be modified in any manner except by written instrument executed by the Parties.

L. The undersigned individuals, Lim and the State of Michigan signatory represent that they are each authorized to execute this Agreement.

State of Michigan Department of Attorney General

By:

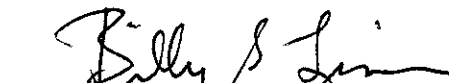
  
George N. Stevenson (P38795)  
Assistant Attorney General  
Attorney for Plaintiff

Date:

8/8/07

Bill Shee Lim, DDS

By:

  
Billy Shee Lim, DDS

Date:

8-8-07